



PATENT

Atty. File No. 17236A USA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re/ Application of
Terry Patrick Brown, William Sean Ring, Ching-Long Jiang,
Randall B. Wilson, Mark S. Soler, John Baker Breedis and Richard Anderson
Application No. 09/982,382 Group No. Not Yet Assigned
Filed October 18, 2001 Examiner Not Yet Assigned
Method for Fabricating Fiducials for
Passive Alignment of Opto-Electronic Devices
Attorney Docket No. 17236A USA

Certificate of Mailing by First Class Mail

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Office of Petitions, Attn: Irvin Dingle, Commissioner for Patents, Box DAC, Washington, DC 20231

Date: September 24, 2002


Lois Shatz

Attn: Irvin Dingle
Office of Petitions
Commissioner for Patents
Box DAC
Washington, DC 20231

DECLARATION UNDER 35 U.S.C. § 116

I, Stephen J. Driscoll, am an attorney for the applicants, and declare as follows:

PATENT

Atty. File No. 17,586A USA

1. Bradley S. Levin and Joseph L. Vandenberg are co-inventors named in the above-referenced application and each is party to Intellectual Property Agreements (the "Agreements") with AMP Incorporated (now TYCO Electronics) and its affiliates.

2. True and correct copies of the Agreements are attached hereto as Exhibit A.

3. Pursuant to the Agreements, Messrs. Levin and Vandenberg have an obligation to assign to AMP Incorporated, and its successors in interest, any and all patent rights they may have in and to the above-referenced patent application. See Agreements at Paragraph 4.

4. Pursuant to paragraph 4 of the Agreements, several requests have been made of Messrs. Levin and Vandenberg to execute a Declaration under 35 U.S.C. § 116 and 37 C.F.R. § 1.47(a).

5. On December 5, 2001, we provided to Messrs. Levin and Vandenberg a Declaration under 35 U.S.C. § 116 and 37 C.F.R. § 1.47(a) to their last known addresses via Federal Express. Copies of our transmittal letters to Messrs. Levin and Vandenberg are attached hereto as Appendix B.

6. On February 26, 2002, we called Messrs. Levin and Vandenberg. We were unable to reach Mr. Levin by telephone as the number we had was incorrect. A voice mail messages was left for Mr. Vandenberg. A copy of our file Memorandum of February 26, 2002 containing this information is attached hereto as Appendix C.

7. On February 28, 2002, we sent transmittal letters to Messrs. Levin and Vandenberg with another Declaration under 35 U.S.C. § 116 and 37 C.F.R. § 1.47(a). Copies of said letters are attached hereto as Appendix D.

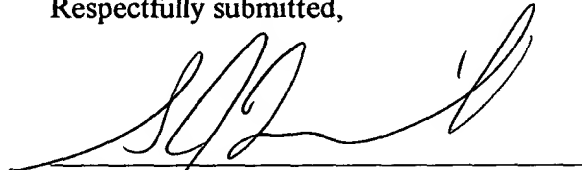
PATENT

Atty. File No. 17,586A USA

8. On May 9, 2002, we again called Messrs. Levin and Vandenberg. A voice mail messages was left for Mr. Levin. We spoke with Mrs. Vandenberg who said that she would have Mr. Vandenberg return the call. A copy of our file Memorandum of May 9, 2002 containing this information is attached hereto as Appendix E. We have received no return phone calls.

9. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this Declaration is directed.

Respectfully submitted,



Stephen J. Driscoll
Attorney for Applicants
Registration No. 37,564

Dated: September 23, 2002

:mdb

Enclosures

Synnestvedt & Lechner LLP
2600 Aramark Tower
1101 Market Street
Philadelphia, PA 19107
Telephone: 215-923-4466
Facsimile: 215-923-2189

Any deficiency in fees, or any overpayment associated with this Communication should be charged to Deposit Account #19-5425. A copy of this Communication is enclosed for charging purposes.

Respectfully submitted,

SYNNESTVEDT & LECHNER LLP

Date: September 23, 2002

By: 

Stephen J. Driscoll
Attorney of Record
Registration No. 37,564

Tyco Technology Resources
4550 New Linden Hill Road
Suite 450
Wilmington, DE 19808
Telephone: 302-633-2763
Facsimile: 302- 633-2776

mdb

Enclosures

INTELLECTUAL PROPERTY AGREEMENT

It is recognized by the undersigned that by reason of being employed by AMP INCORPORATED (which together with any affiliated company is herein called "Company"), he or she may create or develop intellectual property (including inventions, ideas, discoveries, trade secrets and copyrightable works) resulting from or arising out of the work performed by the undersigned within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or resulting from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company. In consideration of employment by the Company and of the special opportunities for advancement which may come from such creative work, the undersigned hereby acknowledges the sufficiency of said consideration and assumes, and will carry on his or her employment under the following continuing obligations:

- (1) During the period of said employment, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed, conceived or reduced to practice by the undersigned either solely or jointly with others resulting from or arising out of the work performed by the undersigned, within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or which results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (2) Upon termination of said employment, for a period of two (2) years after termination, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed or conceived by the undersigned either solely or jointly with others, wherever such intellectual property reasonably results from the work performed by the undersigned during employment by the Company within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (3) The undersigned agrees to hold all such intellectual property as described in Paragraphs (1) and (2) above for the benefit of the Company and not to assign nor attempt to assign any rights therein to anyone else.
- (4) The undersigned agrees to assign to the Company upon its request and without further compensation all rights, title and interest in such intellectual property as described in Paragraphs (1) and (2) above at any time whether during or subsequent to his or her period of said employment. The undersigned agrees to execute and deliver in a prompt manner all proper documents provided by the Company and presented to the undersigned including those necessary and attendant to domestic and foreign patent applications including but not limited to divisional, continuation, continuation-in-part, substitute and/or reissue applications, and all other instruments for the perfection of intellectual property rights including related registrations of issued patents, design patent applications and registrations, applications for utility models and industrial models and copyrights, as well as formal assignments thereof.
- (5) The Company will pay reasonable out-of-pocket expenses incurred by the undersigned in perfecting the Company's rights as they relate to assisting the Company in all proper ways in the acquisition and preservation of the rights to such intellectual property as described in Paragraph (4) above.
- (6) All of the covenants and provisions herein contained are severable; in the event that any of said covenants or provisions shall be held by any court of competent jurisdiction to be invalid or unenforceable, this agreement shall be construed as if any such invalid or unenforceable covenant or provision were not herein contained.
- (7) The undersigned covenants that there are no unpatented inventions, discoveries, ideas or information to be withheld from operation of this agreement except items as listed on the reverse side of this sheet and there approved by an authorized representative of the Company.
- (8) This agreement is separate from and does not replace or alter the Confidentiality Agreement between the Company and the undersigned.

Intending to be legally bound, the undersigned has executed this agreement on the date indicated below.

Signed Joseph J. Vandenberg (Seal)

Name (printed) JOSEPH J. VANDENBERG

Date 1/18/99

Witness Thomas Miller

INTELLECTUAL PROPERTY AGREEMENT

It is recognized by the undersigned that by reason of being employed by AMP INCORPORATED (which together with any affiliated company is herein called "Company"), he or she may create or develop intellectual property (including inventions, ideas, discoveries, trade secrets and copyrightable works) resulting from or arising out of the work performed by the undersigned within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or resulting from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company. In consideration of employment by the Company and of the special opportunities for advancement which may come from such creative work, the undersigned hereby acknowledges the sufficiency of said consideration and assumes, and will carry on his or her employment under the following continuing obligations:

- (1) During the period of said employment, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed, conceived or reduced to practice by the undersigned either solely or jointly with others resulting from or arising out of the work performed by the undersigned, within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or which results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (2) Upon termination of said employment, for a period of two (2) years after termination, the undersigned agrees to report to the Company fully and promptly in writing, all intellectual property (including inventions, ideas and discoveries, patentable or unpatentable, trade secrets and copyrightable works) which is made, developed or conceived by the undersigned either solely or jointly with others, wherever such intellectual property reasonably results from the work performed by the undersigned during employment by the Company within the scope of his or her responsibilities, or with the Company's facilities, equipment or supplies, or results from his or her use or knowledge of confidential or trade secret information which is proprietary to the Company.
- (3) The undersigned agrees to hold all such intellectual property as described in Paragraphs (1) and (2) above for the benefit of the Company and not to assign nor attempt to assign any rights therein to anyone else.
- (4) The undersigned agrees to assign to the Company upon its request and without further compensation all rights, title and interest in such intellectual property as described in Paragraphs (1) and (2) above at any time whether during or subsequent to his or her period of said employment. The undersigned agrees to execute and deliver in a prompt manner all proper documents provided by the Company and presented to the undersigned including those necessary and attendant to domestic and foreign patent applications including but not limited to divisional, continuation, continuation-in-part, substitute and/or reissue applications, and all other instruments for the perfection of intellectual property rights including related registrations of issued patents, design patent applications and registrations, applications for utility models and industrial models and copyrights, as well as formal assignments thereof.
- (5) The Company will pay reasonable out-of-pocket expenses incurred by the undersigned in perfecting the Company's rights as they relate to assisting the Company in all proper ways in the acquisition and preservation of the rights to such intellectual property as described in Paragraph (4) above.
- (6) All of the covenants and provisions herein contained are severable; in the event that any of said covenants or provisions shall be held by any court of competent jurisdiction to be invalid or unenforceable, this agreement shall be construed as if any such invalid or unenforceable covenant or provision were not herein contained.
- (7) The undersigned covenants that there are no unpatented inventions, discoveries, ideas or information to be withheld from operation of this agreement except items as listed on the reverse side of this sheet and there approved by an authorized representative of the Company.
- (8) This agreement is separate from and does not replace or alter the Confidentiality Agreement between the Company and the undersigned.

Intending to be legally bound, the undersigned has executed this agreement on the date indicated below.

Signed Bradley (Seal)

Name (printed) Bradley Scot Levin

Date 1/18/99

Witness [Signature]

CHARLES H. LINDROOTH
ALEXIS BARRON
JOSEPH F. POSILICO
BRYNA S. SILVER
GARY A. HECHT
THEODORE NACCARELLA
LISA B. LANE
STEPHEN J. DRISCOLL
JOSHUA R. SLAVITT
MARK D. SIMPSON
PATRICK J. KELLY, PH. D.
PETER J. BUTCH III*
JOHN A. CHIONCHIO, P.E.
GREGORY S. BERNABEO
STEPHEN J. WEED
BRETT T. FREEMAN
GENE J. YAO
CHRISTOPHER P. DAHLING**
ESTHER H. CHONG***
ERIC FISCHER, PH.D.****

JONATHAN M. DERMOTT, PH.D.
SCIENTIFIC ADVISOR

* ADMITTED IN NJ
** ADMITTED IN IL
*** ADMITTED IN VA
**** ADMITTED IN CO

LAW OFFICES OF
SYNNESTVEDT & LECHNER LLP
INTELLECTUAL PROPERTY LAW
2600 ARAMARK TOWER
1101 MARKET STREET
PHILADELPHIA, PA 19107-2950
TELEPHONE (215) 923-4466

FACSIMILE (215) 923-2189
E-MAIL synnlech@synnlech.com
www.synnlech.com

PAUL SYNNESTVEDT (1897-1950)
HARVEY L. LECHNER (1909-1954)

OF COUNSEL
MARTIN F. SAVITZKY

December 5, 2001

4464 7486 2793

VIA FEDERAL EXPRESS

Bradley S. Levin
37073 Magnolia Street, #205
Newark, California 94560

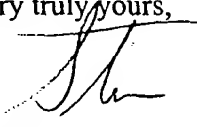
Re: Optoelectric Module for Multi-Fiber Arrays
S&L File No. P24,015-A USA
TWC Reference No. 17586-A USA
U.S. Application No. 09/901,293

Dear Mr. Levin:

Enclosed herewith for your signature in connection with the above-identified case is a Declaration and Power of Attorney for Patent Application. Please sign and date the Declaration where indicated and return it to us in the enclosed prepaid, self-addressed Federal Express envelope as soon as possible so that we may file it with the U.S. Patent and Trademark Office.

As always, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


Stephen J. Driscoll

SJD/dl
Enclosures

M:\SDriscoll\Whitaker\24015-A USA\Ltr to B. Levin re execution of dec.wpd

4464 7486 2808

CHARLES H. LINDROOTH
ALEXIS BARRON
JOSEPH F. POSILICO
BRYNA S. SILVER
GARY A. HECHT
THEODORE NACCARELLA
LISA B. LANE
STEPHEN J. DRISCOLL
JOSHUA R. SLAVITT
MARK D. SIMPSON
PATRICK J. KELLY, PH.D.
PETER J. BUTCH III*
JOHN A. CHIONCHIO, P.E.
GREGORY S. BERNABEO
STEPHEN J. WEED
BRETT T. FREEMAN
GENE J. YAO
CHRISTOPHER P. DAHLING**
H. ERIC FISCHER, PH.D***
JOSEPH M. IMHOF
MARC B. BASSLER

JONATHAN M. DERMOTT, PH.D.
PATENT AGENT

*ADMITTED IN NJ
**ADMITTED IN IL
***ADMITTED IN CO

LAW OFFICES OF
SYNNESTVEDT & LECHNER LLP
INTELLECTUAL PROPERTY LAW
2600 ARAMARK TOWER
1101 MARKET STREET
PHILADELPHIA, PA 19107-2950
TELEPHONE (215) 923-4466
FACSIMILE (215) 923-2189
E-MAIL synnlech@synnlech.com
www.synnlech.com

PAUL SYNNESTVEDT (1897-1950)
HARVEY L. LECHNER (1909-1954)

OF COUNSEL
MARTIN F. SAVITSKY

December 5, 2001

4464 7486 2716

Joseph L. Vandenberg
415 N. Lark Ellen Avenue
West Covina, California 91791

VIA FEDERAL EXPRESS


Re: Optoelectric Module for Multi-Fiber Arrays
S&L File No. P24,015-A USA
TWC Reference No. 17586-A USA
U.S. Application No. 09/901,293

Dear Mr. Vandenberg:

Enclosed herewith for your signature in connection with the above-identified case is a Declaration and Power of Attorney for Patent Application. Please sign and date the Declaration where indicated and return it to us in the enclosed prepaid, self-addressed Federal Express envelope as soon as possible so that we may file it with the U.S. Patent and Trademark Office.

As always, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Stephen J. Driscoll

SJD/dl
Enclosures

M:\SJD\Driscoll\Whitaker\24015-A USA\Ltr to J. Vandenberg re execution of dec. wpd

4464 7486 2727

Memorandum

TO: S&L File No. P24015-A USA
FROM: DL
CC:
DATE: February 26, 2002
SUBJECT: Inventors contact information/Status of executed Declarations

Mike O'Toole

408-781-0008 (cell) - **Called 2/26/02 at 2:45 pm. Heading into meeting. Call back**
408-971-1469 (fax)

Phil Edwards

408-578-1120 (home) - **Called 2/26/02 at 2:47 pm and left a message.**
408-710-1118 (cell) - **Called 2/26/02 at 2:51 and left a message.**
408-578-9047 (fax)

Brad Levin

650-224-0704 (cell) - **Wrong number. Need to find correct contact information.**
707-885-1510 (fax)

Lee Xu - **Have executed Declaration.**

408-718-5418 (cell)
650-919-6104 or 408-996-7751 (fax)

Joe Vandenberg

626-966-3068 (phone) - **Called 2/26/02 at 2:56 pm and left a message.**
626-967-3828 (fax)

Joe Markham - **Have executed Declaration.**

973-872-6672 (phone)

CHARLES H. LINDROOTH
ALEXIS BARRON
JOSEPH F. POSILLICO
BRYNA S. SILVER
GARY A. HECHT
THEODORE NACCARELLA
LISA B. LANE
STEPHEN J. DRISCOLL
JOSHUA R. SLAVITT
MARK D. SIMPSON
PATRICK J. KELLY, PH.D.
PETER J. BUTCH III*
JOHN A. CHIONCHIO, P.E.
GREGORY S. BERNABEO
STEPHEN J. WEED
BRETT T. FREEMAN
GENE J. YAO
CHRISTOPHER P. DAHLING**
H. ERIC FISCHER, PH.D***
JOSEPH M. IMHOF
MARC B. BASSLER

JONATHAN M. DERMOTT, PH.D.
PATENT AGENT

*ADMITTED IN NJ
**ADMITTED IN IL
***ADMITTED IN CO

LAW OFFICES OF
SYNNESTVEDT & LECHNER LLP
INTELLECTUAL PROPERTY LAW
2600 ARAMARK TOWER
1101 MARKET STREET
PHILADELPHIA, PA 19107-2950
TELEPHONE (215) 923-4466
FACSIMILE (215) 923-2189
E-MAIL synnlech@synnlech.com
www.synnlech.com

PAUL SYNNESTVEDT (1897-1950)
HARVEY L. LECHNER (1909-1954)

OF COUNSEL
MARTIN F. SAVITZKY

February 28, 2002

Bradley S. Levin
37073 Magnolia Street, #205
Newark, California 94560

VIA FEDERAL EXPRESS

Re: Optoelectric Module for Multi-Fiber Arrays; and
Transceiver for LC Connector
S&L File Nos. P24,015-A USA and P24,386-A USA
U.S. Patent Application Nos. 09/901,293 and 10/034,792

Dear Mr. Levin:

Enclosed herewith for your reference in connection with the above-identified patent applications are Declarations and Power of Attorneys for your signature.

In connection with Application No. 09/901,293, you may recall that we originally sent you the Declaration on December 5, 2001. We have yet to receive an executed copy of this declaration. Accordingly, enclosed herewith is another declaration for your signature.

In connection with Application No. 10/034,792, which is directed at your LC transceiver design, again, please sign and date the Declaration where indicated.

Please return both signed and dated declarations to us in the enclosed prepaid, self-addressed Federal Express envelope as soon as possible. Also enclosed for your reference are copies of both applications as filed.

As always, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


Stephen J. Driscoll

SJD/dl
Enclosures

CHARLES H. LINDROOTH
ALEXIS BARRON
JOSEPH F. POSILLICO
BRYNA S. SILVER
GARY A. HECHT
THEODORE NACCARELLA
LISA B. LANE
STEPHEN J. DRISCOLL
JOSHUA R. SLAVITT
MARK D. SIMPSON
PATRICK J. KELLY, PH.D.
PETER J. BUTCH III*
JOHN A. CHIONCHIO, P.E.
GREGORY S. BERNABEO
STEPHEN J. WEED
BRETT T. FREEMAN
GENE J. YAO
CHRISTOPHER P. DAHLING**
H. ERIC FISCHER, PH.D***
JOSEPH M. IMHOF
MARC B. BASSLER

JONATHAN M. DERMOTT, PH.D
PATENT AGENT

*ADMITTED IN NJ
**ADMITTED IN IL
***ADMITTED IN CO

LAW OFFICES OF

SYNNESTVEDT & LECHNER LLP

INTELLECTUAL PROPERTY LAW

2600 ARAMARK TOWER
1101 MARKET STREET
PHILADELPHIA, PA 19107-2950
TELEPHONE (215) 923-4466
FACSIMILE (215) 923-2189
E-MAIL synnlech@synnlech.com
www.synnlech.com

PAUL SYNNESTVEDT (1897-1950)
HARVEY L. LECHNER (1909-1954)

OF COUNSEL
MARTIN F. SAVITZKY

February 28, 2002

Joseph L. Vandenberg
415 N. Lark Ellen Avenue
West Covina, California 91791

VIA FEDERAL EXPRESS

Re: Optoelectric Module for Multi-Fiber Arrays; and
Transceiver for LC Connector
S&L File Nos. P24,015-A USA and P24,386-A USA
U.S. Patent Application Nos. 09/901,293 and 10/034,792

Dear Mr. Vandenberg:

Enclosed herewith for your reference in connection with the above-identified patent applications are Declarations and Power of Attorneys for your signature.

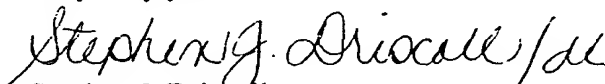
In connection with Application No. 09/901,293, you may recall that we originally sent you the Declaration on December 5, 2001. We have yet to receive an executed copy of this declaration. Accordingly, enclosed herewith is another declaration for your signature.

In connection with Application No. 10/034,792, which is directed at your LC transceiver design, again, please sign and date the Declaration where indicated.

Please return both signed and dated declarations to us in the enclosed prepaid, self-addressed Federal Express envelope as soon as possible. Also enclosed for your reference are copies of both applications as filed.

As always, if you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


Stephen J. Driscoll

SJD/dl
Enclosures